



Borrower's Agreement

Owner/Lender:

The Metropolitan Museum of Art
1000 Fifth Avenue
New York, New York 10028

ML17638**Borrower/Organizer:**

Prague Castle Administration
Hrad I. nádvoří č.p. 1
Hradčany
Prague 119 08
Czech Republic

Exhibition Title:

Czech and Roman King Wenceslas IV: Gothic Art in the Beautiful Style around 1400

Venues and Dates:

Prague Castle
Hrad I. nádvoří č.p. 1
Hradčany
Prague 119 08
Czech Republic
August 16, 2019- November 03 , 2019

Objects requested for loan:**Curatorial Department: Medieval Art and The Cloisters****Saddle**

Central European

ca. 1400-1420, Staghorn, limewood, rawhide, birchbark, polychromy, Overall! ((a)

Saddle): 13 5/16 x 20 1/2 x 13 5/8 in. (33.8 x 52.1 x 34.6 cm)

Overall! (b-blanket): 30 7/8 x 27 1/4 in. (78.4 x 69.2 cm)

Lent by The Metropolitan Museum of Art, Harris Brisbane Dick Fund, 1940 (40.66a, b)

40.66a Saddle

Insurance Valuation: \$

**Object Requirements:**

Exhibit on Met provided mount.

Temperature: 68 F (+ or - 2 degrees); Relative Humidity: 45% (+ or - 5%). Maximum light levels 150 lux.

Handle with nitrile gloves only.

Orphrey Pane/s from a Chasuble

Bohemian

early 15th century, Silk and metal thread, Overall (a-Chasuble): 39 1/4 x 29 in. (99.7 x 73.7 cm)

b-Christ the Redeemer: 20 11/16 x 8 5/16 in. (52.5 x 21.1 cm)

c- Coronation of the Virgin: 16 13/16 x 7 13/16 in. (42.7 x 19.8 cm)

Lent by The Metropolitan Museum of Art, The Cloisters Collection, 1961 (61.16a-c)

61.16a Orphrey (Christ)

61.16b Orphrey (Virgin and Child)

61.16c Orphrey (Christ)

Insurance Valuation: \$



Object Requirements:

Control of relative humidity and temperature is required in gallery, storage, and packing areas where The Met loans are located. Unless otherwise specified, the general environment for loans must be as follows:

Temperature: 70 degrees F +/- 2 degrees (20-21 C); Relative Humidity: 50% +/- 5% must be maintained 24 hours a day.

No food, drinks, or smoking in the galleries, storage, or receiving/holding area in which the borrowed object is located.

No direct air ventilation over or onto uncovered objects.

No exposure to direct, indirect or filtered daylight; natural, quartz, tungsten-halogen and fluorescent light must be filtered for ultraviolet radiation and must not exceed 75 microwatts/lumen, light levels must be measured with a calibrated footcandle/lux meter; exhibition lights in the galleries are to be turned off when galleries are closed to the public and generally must not exceed: 4 foot-candles (40 lux).

Minimal handling, with gloves only as proud edges may catch when handling; wear nitrile gloves.

For exhibition, the embroideries must be displayed at an angle inside a vitrine. The borrower must provide information about materials used, and construction of the display case.

Each orphrey has its own mount and they must be installed at angle inside a vitrine.

Bifolium with Christ in Majesty in an Initial A, from an Antiphonary

Bohemian

ca. 1405, Tempera, gold, and ink on parchment, Overall: 22 5/16 x 15 13/16 in. (56.7 x 40.2 cm)

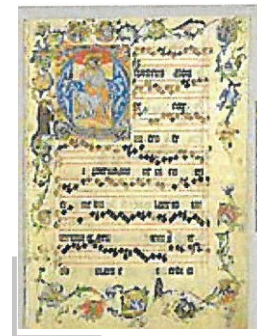
historiated letter: 6 5/8 x 5 1/2 in. (16.8 x 14 cm)

Framed (Mat size): 27 5/8 x 21 1/4 in. (70.2 x 54 cm)

Framed Dimensions: 27 5/8 x 21 1/4 in. (70.2 x 54 cm)

Lent by The Metropolitan Museum of Art, The Cloisters Collection and The Rendl Fund, 2013 (2013.38)

Insurance Valuation: \$



Object Requirements:

70 degrees F +/- 2 degrees (20-21 C); Relative Humidity: 50% +/- 5% (or standard temperature and relative humidity for Met outgoing loans).

Maximum light levels must not exceed 5 foot-candles.

Object will travel with a customized micro-climate outfitted within the frame. Estimated cost billed to borrower: \$

Special Requirements for the Medieval Art and The Cloisters:

Objects Conservator to serve as courier

In order to satisfy your obligation please send two (2) copies of your exhibition catalogue to the attention of: Department of Medieval Art and The Cloisters, The Metropolitan Museum of Art, 1000 Fifth Avenue, New York, NY 10028-0198.

Curatorial Department: Robert Lehman Collection

Aquamanile in the Form of Aristotle and Phyllis

South Netherlandish

late 14th or early 15th century, Bronze; Quaternary copper alloy (approx. 72% copper, approx. 17% zinc,

approx. 6% lead, approx. 3% tin)., H. 32.5 cm, w. 17.9 cm, l. 39.3 cm, wt. 6062 g.

Lent by The Metropolitan Museum of Art, Robert Lehman Collection, 1975 (1975.1.1416)

Insurance Valuation: \$



Special requirements for the Robert Lehman Collection:

Objects from the Robert Lehman Collection may be reproduced only from Metropolitan Museum of Art photography. They may NOT be photographed without written permission from the Robert Lehman Collection.

A courier approved by the Robert Lehman Collection is required to accompany the object, and on the return trip to the Metropolitan Museum of Art.

In order to satisfy your obligation to provide one exhibition catalogue to the department, please send it directly to:

Robert Lehman Collection
The Metropolitan Museum of Art
1000 Fifth Avenue
New York, NY 10028

The special requirements for the entire loan:

AIR FREIGHT SECURITY All shipments via air must be screened and secured (per EU Regulation 185/2010) by either a known consignor or regulated agent on-site at the borrowing venue. Please notify The Met immediately if the venue is not a known consignor or if a regulated agent is unable to screen and secure freight on-site at the borrowing venue.

CASE GUIDELINES

Cases containing Met objects must be built in compliance with the Display Case Guidelines for the Temporary Exhibition of Loans from The Metropolitan Museum of Art (enclosed). Please send display plans and case drawings, including materials, to .

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All loans are subject to the Borrower or Organizer's (hereinafter "Borrower") signed agreement, to the conditions and obligations listed below and to the approval of The Metropolitan Museum of Art (The Met) Board of Trustees. Unless otherwise specified, the Borrower is understood to be the first venue of a multi-venue exhibition. After the signed agreement is received from the Borrower, the Borrower **will** be notified whether or not the loan has been approved. Any changes in the schedule, venue or other conditions of this loan must be requested in writing by the Borrower to The Met and are subject to the approval of The Met.

Facilities and Security, Environmental Conditions, Care, Handling and Display

Facilities and Security: All loans are subject to a review of facility reports for all venues. This report must include information on the building, security, staff, fire detection and suppression. The Borrower agrees that the loan object(s) will be under continuous and vigilant protection from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, or handling by unauthorized or inexperienced persons or the public. The Met requires 24 hour human guardianship, unless otherwise agreed by The Met Registrar.

Environmental Conditions: Control of relative humidity and temperature is required in gallery, storage and packing areas where The Met loans are located. Unless otherwise specified, the general environment for loans must be as follows:

- Temperature: 70° F +/- 2°, (20-21° C); Relative Humidity: 50% +/- 5% must be maintained 24 hours a day. Any failures or malfunctions of climate control must be reported to The Met Registrar within 24 hours.
- No food drinks or smoking in the galleries, storage, or receiving/holding area in which the borrowed object(s) is located.
- No direct air ventilation over or onto uncovered objects.
- No exposure to direct, indirect or filtered daylight; natural, quartz, tungsten-halogen and fluorescent light must be filtered for ultraviolet radiation and must not exceed 75 microwatts/lumen; light levels must be measured with a calibrated footcandle/lux meter; exhibition lights in the galleries must be turned off when galleries are closed to the public and generally must not exceed:

Paintings:	35 footcandles (350 lux)
Graphics: watercolors, pastels, color or hand colored prints, drawings	5 footcandles (50 lux)
Photographs:	
a) cased images, salted paper, albumen, cyanotypes, platinum prints, color, or hand colored photographs	5 footcandles (50 lux)
b) well-processed black-and-white gelatin silver photographs	8 footcandles (80 lux)
Furniture	15 footcandles (150 lux)
Painted wood	15 footcandles (150 lux)
Light Sensitive Materials: textiles, ivories, lacquer, furniture objects with leather, paper, plastics, stains, dyes	3-5 footcandles (30-50 lux)

Care, Handling and Display of loan objects:

- Special requirements specific to the loan and loan objects are noted in the "**Special Requirements**" section of this form.
- The loan object(s) shall be held and returned in the same condition in which they were received by the Borrower.
- The Borrower must report any condition change, damage or loss immediately to The Met Registrar. For normal business hours: Tel. For off-hours: Tel., ask the Operator for Dispatch or choose Dispatch from electronic menu. Unless it is necessary to move an object to protect it from further damage, the Borrower will wait for The Met's instructions.
- The loan object(s) may not be cleaned, repaired, retouched, removed from mats, mounts, or frames, or altered in any way whatsoever except with the written permission of The Met Registrar.
- The loan object(s) may not be subjected to any kind of technical examination except with written permission of The Met Registrar.
- Framed works that are provided with security hardware must be mounted to the gallery walls with security screws.
- Locked glass or Plexiglas cases or vitrines are required for three-dimensional objects, unless The Met Registrar agrees to an alternative method of display and protection. After installation closed cases may not be opened without prior permission of The Met Registrar. Cases containing The Met objects must be built in compliance with the *Display Case Guidelines for the Temporary Exhibition of Loans from The Metropolitan Museum of Art* (enclosed). Please send display plans and case drawings, including materials, to The Met at least three (3) months in advance of the exhibition opening date.
- Textiles that are not protected by glazing must be exhibited at a minimum distance of 3 feet or 1 meter from visitors, behind a barrier such as a platform or stanchions. Textiles must not be hung on a building's exterior wall.
- Storage of The Met loan objects off the Borrower's premises is not permitted without the specific consent of The Met Registrar.



Packing, Shipping, Couriers, Condition Reports

Packing and Handling: The Met will pack the loan objects and crate as necessary. Only qualified members of the Borrower's staff may unpack, repack and handle the objects. Commercial firms, if used, must be approved by The Met Registrar and must be supervised at all times by the Borrower's staff. The Borrower will retain the original packing materials and repack the objects with the same materials and in the same way as they were sent by The Met.

Shipping and Transportation: The Borrower must consult with and obtain advance approval from The Met Registrar before finalizing any transportation arrangements. The Borrower or shipping agent should contact The Met Registrar at least four (4) weeks in advance of the shipping date. If the exhibition is to travel to more than one venue, transportation between venues must be approved by The Met Registrar before the loan object(s) travels. The Met requires all shipments be scheduled via the most direct route. All vehicles used must have air-ride suspension and climate control, alarm security, dual-drivers and must never be left unattended. The Met reserves the right to choose a transport company/agent other than the one selected by the Borrower including any company/agent selected through a tender/bid process.

Couriers: The Met reserves the right to require, at any time prior to or during the loan period, a courier for oversight of transit and installation or deinstallation. The Met will designate the courier. The Met may agree to the sharing of courier duties with qualified members of the Borrower staff with prior permission. The Borrower will be responsible for all costs incurred for the trips, including roundtrip airfare (Business-Class airfare for that portion of the trip escorting the loan objects or any flight of 8 hours or more), hotel accommodations and a per diem for meals, local transportation and small miscellaneous travel expenses. Ground transportation to/from airports is not included in the per diem. In addition, Borrower agrees to admit Metropolitan Museum staff free of charge, upon presentation of a Museum staff ID, to the exhibition where the loan is displayed at any time during the Borrower's public hours.

Condition Reports: The Met condition reports will be sent with the loan objects. Each report shall be annotated by the Borrower (and The Met representative, if present) upon receipt and inspection of the objects and prior to re-packing. The Borrower shall pack the reports with the objects. For loans to multiple venues, The Met must be advised immediately if any changes in condition are noted at any time.

Reproduction and Photography

Use of The Met Photography: The Borrower is expected to use The Met photography for reproduction purposes. Please refer to The Met Image and Data Resources information at <http://www.metmuseum.org/research/image-resources> or contact . The Met grants permission for the Borrower to reproduce the loan objects for the following uses in connection with the exhibition: exhibition catalogue; brochure; checklist; publicity and promotion, including the Borrower's web-site and social media; lectures; archival and registrarial records; non-commercial educational use, and didactic uses or displays related to or part of the exhibition.

For any other reproduction purposes (including but not limited to postcards, color or black-and-white prints, posters, merchandise, video or film productions), the Borrower must obtain written permission from The Met Image Licensing and such reproduction will be subject to a separate agreement.

The Borrower shall clear any necessary third-party rights with respect to reproductive use of the loan objects.

Photography of Loan Objects by Borrower or Third Parties: The Met grants permission for the Borrower to photograph, film or videotape the loan objects, or to allow such to be done by third parties, for publicity and promotional purposes in connection with the exhibition. Photography may occur only on the Borrower's premises under the supervision of an appropriate member of the Borrower's staff. Photography conditions are governed by the same environmental conditions, lighting restrictions, and care, handling and display requirements indicated above. Flashbulbs or flash equipment may never be used.

Borrower and third-party photography and any duplicates or derivatives may be used solely for the purposes outlined above. Neither the Borrower nor any third-party will retain any independent rights to use such photography without specific permission from The Met Image Licensing.

No photography of The Met shipments, crates, packing/unpacking, condition checks or handling is allowed without prior permission from The Met Registrar.

Visitors may photograph The Met objects without flash for personal use only.

Credit to The Met as Lender: The Borrower shall credit The Met as lender on the labels, in the catalogue, and in publicity connected with the exhibition as provided above. In the catalogue and in all other printed publications, The Met's accession numbers must be indicated with the descriptions of the objects or in parentheses immediately following the credit lines.

Catalogues: Copies of any published exhibition catalogue or brochure should be sent to each of the lending Curatorial department(s), and to The Met's Thomas J. Watson Library.

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Insurance and Immunity

Insurance and Waiver of Subrogation: The Met **will** insure (at the Borrower's expense) all loans under its blanket policy, with a waiver of subrogation against the Borrower and participants. If alternate coverage is approved by The Met Registrar, the Indemnity and/or Insurance Certificate(s) naming The Met as "additional insured" must be provided to The Met prior to shipment of the loan.

Immunity from Seizure: Immunity from Seizure protection will be required from all Borrowers for whom the laws of such countries provide such protection.

Loan Costs and Billing

Loan Fees: The Borrower agrees to pay loan fees as itemized in the "Special Requirements" section of this form.

Loan Costs: In addition to loan fees, the Borrower shall bear all expenses of the loan, which may include but are not limited to: special preparation, mounts, framing, condition report photographs, packing/crating, insurance, shipping and shipping agents' fees, The Met staff overtime, expenses for The Met staff or courier travel, and miscellaneous out-of-pocket costs related to the loan. The Borrower may contact the following agents to obtain estimates for packing and shipping costs: Masterpiece International Ltd, 39 Broadway, New York, NY 10006, Tel: or Dietl International, 207 West 25th Street, New York, NY 10001; Tel:.. If the Borrower cancels the loan, any expenses already incurred for the loan will be billed to the Borrower.

Billing Procedure: The Met is not responsible for dividing charges among participating institutions. The Met Registrar will prepare invoices for loan costs and send them to the Borrower. For traveling loans, invoices **will** be sufficiently explicit to allow the organizer and participating institutions to work out the appropriate division of costs according to their agreements with each other. At The Met's discretion, the Borrower agrees to prepay The Met's estimated costs in making the loan. Such payments must be in hand prior to shipment and no later than indicated on the invoice.

Additional Charges for Loans: When it is anticipated that an extraordinary amount of The Met staff time and effort will be needed for a major loan, The Met reserves the right to impose an additional charge upon the Borrower with due notice.

Borrower Responsibility and Loan Agreement Forms: If the exhibition is to travel to more than one venue, it is the responsibility of the Borrower to see that the conditions set forth in this document are met by all exhibiting institutions. All movements of the loan between venues must be approved in advance by The Met Registrar. Loan objects shall be returned directly to The Met from the last venue, unless other arrangements are approved by The Met Registrar.

It is understood that in arranging to receive this loan, the Borrower accepts the general and specific conditions described herein. In case of any differences between this agreement and the Borrower's other contractual arrangements, the conditions here will control. The English text of this Agreement controls, should any question of legal interpretation of this Agreement arise. In the event of any dispute under this Agreement, the laws of the State of New York shall apply and the dispute shall be subject to the jurisdiction of the Courts of the State of New York or the United States District Court, Southern District of New York.

Recall: The Met reserves the right to recall the loan if these conditions are not met. Violations of this Agreement will be noted when future loans are considered.

The Borrower/Organizer agrees to the conditions led

Signature:

Name (Print):

Title:

Date:

Signature:

Name (Print):

Title:

Date: